

1.0 Introduction

1.1 *Proposed Solicitation*

The City of Lincoln, hereinafter referred to as the “City”, is soliciting proposals for City Wide Landscape Services. Qualified firms, hereafter referred to as “Contractors”, whom meet the requirements set forth in this Request for Proposal, and are capable of expanding to meet the City’s future needs, are encouraged to participate.

1.2 *General Information about the City*

The City is located in Placer County, California. It is the northernmost of the South Placer County communities. It lies between Interstate 80 and Marysville along State Route 65, in the California foothill region.

The City was first incorporated in 1890 and has a current population of approximately 48,000. It has a five-member council and a City Manager. The five members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being rotated annually among the Councilmember’s. The Council meets on the second and fourth Tuesday of each month.

The contractor’s principal contact with the City will be Scott Boynton, or a designated representative, who will coordinate assistance to be provided by the City to the contractor. City Hall is located at 600 Sixth Street, Lincoln, California 95648. The main telephone number is (916) 434-2450.

2.0 Instructions

2.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested Contractors with the necessary information for preparing proposals for City Wide Landscape Services, which will include Parks, Street Scapes, Facility's and Fire breaks. The City shall establish a one-time contract to run for one year with an option to renew each year thereafter for a maximum of three years. Either party can cancel the contract for any reason with 30 days written notice.

2.2 Proposed Submission

Each proposal shall be submitted in the specified format and may be delivered via US Mail, in person, or express courier to the attention of the City Clerk. **Three (3) copies of the proposal, in addition to the original**, shall be submitted using the contractor proposal format specified in Section 4.0, Contractor Proposal Format. Proposals shall be received by the City Clerk no later than **2:30 PM June 16, 2021**. Submissions after this deadline will not be accepted. **Proposals will not be accepted by facsimile or electronic mail.**

Each proposal shall include a letter of transmittal, not to exceed one page in length, signed by an authorized representative of the contractor. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the contractor.

Submissions shall be submitted and labeled as follows:

City of Lincoln
Attn: City Clerk
Re: RFP 09262013 Electrical Services
600 Sixth Street
Lincoln, CA 95648

2.3 Schedule of Events

The City will proceed with the RFP process in a series of steps. This RFP's schedule for release, submittal, evaluation and selection is summarized in section 5, Proposal Schedule.

2.4 Questions Related to this RFP

In order to avoid any potential confusion, and to minimize the burden on City staff, the City requires that all *procedural* questions relating to this RFP must be submitted in writing to scott.boynton@lincolncalifornia.gov. Any contractors found to be soliciting other members of City staff or officials during this RFP process may be automatically disqualified from any further consideration.

3.0 Conditions and Requirements

3.1 *Hard Prices*

Prices quoted by Contractors will be firm prices, not subject to increase during the term of the contractual agreement arising with the City as a result of this proposal other than allowed in section 2.1. Contractor quoted prices shall include any applicable state and federal tax. Contractors are to stipulate the expiration date of their quoted proposal.

3.2 *Right to Contract for Selected Services*

The City reserves the right to contract for selected services relating to this proposal from any contractor, in part or in whole. The City may select several Contractors to provide all necessary services.

3.3 *Evaluation Criteria*

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factors including price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

The evaluation criteria will include, but not be limited to, the following:

3.3.1 *Proper Submission and Completeness of RFP:* Receipt of complete proposal by the due date as outlined in the proposal schedule. ***Late submissions or delivery via facsimile will not be considered.***

3.3.2 *Comprehensiveness of Services Provided:* The contractor must have the capability to meet the required service levels described in this RFP.

3.3.3 *Public Sector Experience & References:* The contractor's experience in providing services to the public sector will be assessed as well as client references.

3.3.4 *Strength and Stability of Contractor:* The contractor's financial strength and stability may be assessed.

3.3.5 *Assigned Relationship Management Team:* The credentials and experience of staff assigned to our relationship will be assessed.

3.3.6 *Charges*: The amount of proposed charges will be assessed.

3.4 *Right to Request Additional Information*

During the evaluation process, the RFP Team and the City reserve the right, where it may serve the best interest of the City, to request additional information and clarification from Contractors.

3.5 *Right to Reject Any or All Proposals*

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed in the best interest of the City. When two or more Contractors are deemed equal, the City reserves the right to make the award to one of the two Contractors.

3.6 *Contracts*

It is recognized that the formal basis of any agreement between the City and the contractor is a contract rather than a proposal. In submitting proposals, Contractors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals (see Appendix E Sample Agreement). The proposal will become part of the contract between the City and the successful contractor. Contractors must submit a sample of all required contracts and agreements, including but not limited to purchase, upgrades and technical support.

3.7 *Personnel*

Engagement partners, managers, other supervisory staff and specialists may be changed if these personnel leave the contractor, are promoted or are assigned to other offices. The personnel may also be changed for other reasons with the express written consent of the City. However, in either case, the City retains the right to approve or reject replacements.

3.8 *Rights to Submitted Materials*

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the contractor will become property of the City and a matter of public record.

3.9 *Proposal Interpretations and Addenda*

Any changes to this RFP by the City will be sent to each contractor or individual to whom an RFP has been sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP. It is the contractor's responsibility to check the City website for updated addendum.

3.10 *Insurance Requirements*

For the duration of the contract, the contractor must procure and maintain insurance against loss of property. The cost of such insurance is the contractor's responsibility. (See sample agreement for insurance limits)

3.11 *Additional Services*

The minimum services are defined in section 6.0. Upon final selection of the contractor, the scope of service may be modified and refined during negotiations with the City.

3.12 *Undue Influence*

The contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the contractor, or from any officer, employee or agent of the contractor, in connection with the award of the Agreement or any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

3.13 *Non-Discrimination*

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected contractor sign a statement affirming their compliance with this policy.

3.14 *Termination*

3.14.1 This contract for services may be terminated without cause by either party upon thirty (30) days written notice.

3.14.2 In the event of termination for cause, Contractor shall be entitled to compensation for services rendered prior to the date of notice to terminate. If termination is without cause, compensation shall be due Contractor to the date service is terminated based upon work performed to termination date.

4.0 Contractor Proposal Format

To assist the City in its evaluation of submitted proposals, it is *required* that each proposal adheres to the following format:

4.1 Letter of Transmittal

In the Letter of Transmittal, the contractor shall describe their understanding of the work to be performed and why the contractor is the best qualified to perform the services requested. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the contractor.

4.2 Miscellaneous Rates

Submit a completed Miscellaneous Rates Sheet (see Exhibit A thru E)

4.3 Contractor Summary Sheet

Submit a completed Contractor Summary Sheet (see Appendix A).

4.4 Certification of Proposals

Submit a completed Certification of Proposal to the City of Lincoln (see Appendix B).

4.5 Minimum Qualifications

Respond to each of the minimum qualifications listed under section 3.2 of Evaluation Criteria.

4.6 Contractor and Staff Profile

Experience: Describe the contractor's experience in providing services to the public sector and any exclusive resources dedicated to the public sector. Provide three (3) references most comparable to the size and technical needs of the City

of Lincoln. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.

4.7 Summary of Charges

The proposal must include a summary of all charges for proposed products and services.

5.0 Proposal Schedule

Event/Activity	Date
Distribution of RFP	June 1, 2021
Mandatory pre-bid	June 7, 2021 @ 9:00 AM
Final Date for questions	June 11, 2021 @ 5PM
Final Date for Receipt of Proposals	June 16, 2021 @ 2:30 PM
Evaluation & Review	June 17, 2021
Notification to Contractors of Results	June 19, 2021
City Council Approval	June 22, 2021
Services Begin	July 1, 2021

5.1 Distribution of RFP:

The RFP will be posted in City of Lincoln web page, ciplist.com 12 Bridges Library, City Hall Bulletin board.

5.2 Mandatory Pre-Bid Meeting: Yes

Pre-bid will be at McBean Park Pavilion, 65 McBean Park Dr.

5.3 Final date for questions: June 11, 2021 @ 5PM

5.4 Final Date for Receipt of Proposals:

Proposals must be received at City Hall no later than 2:30 PM, June 16, 2021. Proposals received in the mail after this deadline will not be accepted regardless of their postmarked date. Facsimiles will not be accepted. Please include the original proposal and 3 copies.

5.5 Evaluation & Review: June 17, 2021.

5.6 Notification to Contractors:

The RFP Team will recommend a contractor to the City Manager and a notification will be sent to all participating Contractors about the results of the review and the contract award process on June 19, 2021.

5.7 City Council Approval:

It is anticipated that the contract for services will be submitted to the City Council for approval at their regularly scheduled meeting on Tuesday, June 22, 2021.

6.0 Contract Specifications/ Scope of work

Section 1: General Conditions

All work shall conform to the General Conditions. Payment for conformance with this section is included in the accepted monthly service amount.

1.1 Hours and Days of Maintenance

Contractor shall perform the required maintenance services between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. No maintenance function that generates excessive noise, which would cause annoyance to residents within the area, shall be commenced before 7:00 a.m. Any modification to the hours of maintenance services is subject to approval by the City.

Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.

At a minimum, Contractor shall provide maintenance services for parks and/or trails and facilities one time per week.

1.2 Periodic Project Inspections

Upon City's request, Contractor shall walk the project with the City's representative for the purpose of determining compliance with the specifications.

1.3 Acceptance

Payment for monthly services are dependent upon acceptance of the work completed.

1.4 Payment

The price paid per month will be based on the Monthly Service Price Form provided by Contractor for each Park, Facility, and/or Trail area. Contractor shall submit a monthly Maintenance invoice for each Park, Facility and/or Trail area, no later than the last day of month being billed. The City will only pay for items that have been determined by the City to be in compliance with the terms of this contract. Any necessary reductions found by the City that were not in compliance with the Monthly terms of this contract, will be based on the percentage of work not completed. This percentage will be determined by the City and identified at the time of payment reduction. City reserves the right to correct any items identified as not completed using City or contracted staff. The cost for these corrections will reduce the monthly billing for that month. If the fees exceed monthly billing costs, the City will bill contractor for remaining amount due. Monthly payment will not be released until the following documents have been received: Spray records, system check records for all sites, updated monthly irrigation schedules have been received.

If any scheduled site use (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on Contractor's part, any costs associated with the re-scheduling the event/activity/program shall be the responsibility of the Contractor. These costs may include staffing costs, officials' salaries, lighting costs, and preparation of fields.

1.5 Escalation

Contractor's accepted Monthly Service Price for each Park, Facility, and/or Trail as indicated on the Monthly Service Price Form (s), will be in effect from July 1, 2021 to June 30, 2024. Contractor will receive a 2.5% escalation for monthly services on the following dates: July 1, 2022 and July 1, 2023. With the exception of the allowed escalation, the Contract prices shall remain in effect for the duration of the contract.

1.6 Contract Extension

The City retains the option to extend the contract by one three-year term. The Contract prices will not be renegotiated unless it is to the benefit of the City. Contractor will be eligible to receive up to 2.5% escalation on the accepted Monthly Service Price for each park, facility and/or trail on July 1st of each year of the extended contract. The percentage awarded will be performance based as determined by the City.

1.7 Extra Work

Work determined to be not included in these contract specifications will be paid for as Extra Work. Payment for Extra Work will be made based on the rates included on the Extra Work Price Form. Extra Work items that are not included on the Extra Work Form will be subject to negotiation and payment may be made on a time and materials basis or a lump sum basis. All Extra Work shall be

approved by the City in writing prior to initiating the work. Payment shall not be made for Extra Work completed prior to receipt of City approval.

1.8 Invoices

Contractor's invoice shall include a line item for each park, facility, and/or open space that was serviced and the line item shall reflect the agreed upon Monthly Service Price. Contractor may be required to provide account coding detail on invoicing documentation. All invoices shall be mailed/emailed to:

City of Lincoln
Accounts Payable
600 Sixth Street
Lincoln, CA 95648
Email: invoice@lincolnca.gov

1.9 License Requirements

Contractor shall possess the following licenses:

- C-27 Landscape Contractor License
- City of Lincoln Business License
- Pest Control Advisory License
- Qualified Applicator License (includes Placer County Registration)

1.10 Safety

Safety provisions shall conform to Cal-OSHA Safety Orders and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

Contractor shall develop and maintain for the duration of the Contract a safety program that effectively incorporates and implements all required safety provisions. Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

1.11 Response Time

All Contractor employees shall have access to contract supervision and shall be immediately available at all times Contractor employees are working on sites. Contractor supervisor or identified substitute shall be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

1.12 Qualified Contractor Supervision

Contractor's supervisors must be qualified, and speak a proficient level; of English, trained, and capable of providing adequate supervision and direction of Contractor's employees. Each supervisor must demonstrate verbal and written communication skills sufficient for the work required herein.

1.13 Contractor's Employees

Contractor and its employees are agents of the City of Lincoln and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to require Contractor to remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco within twenty feet of any entrance to a public building or in or on any Park or Trail. Contractor and all employees must pass background checks prior to commencement of work. After contract implementation, any new employees assigned to the site must pass background check prior to commencing work. Contractor must pay all background check fees.

1.14 Uniforms

Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include Contractor's name and logo (if any).

1.15 Equipment

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City property, private property, or any injuries caused by Contractor's equipment or personnel. Any leaking equipment shall be repaired or removed from the site. Contractor will be required to cleanup any spills generated from Contractor-owned equipment.

1.16 Locks, Keys and equipment

Contractor shall be responsible for the series of keys assigned to Contractor and shall assign these keys to its personnel for use in maintaining the facilities. Contractor shall properly use and keep safe all keys, locks and equipment issued by the City to Contractor.

Contractor shall report all lost or stolen keys, locks or equipment to the City within twenty-four (24) hours of discovery. Contractor shall reimburse the City for the total cost of replacement keys, locks and/or equipment that have been lost.

Upon termination or cancellation of the Contract, Contractor shall immediately return all keys, cards, remotes, etc., to the City. Contractor shall reimburse the City for the total cost of lost items.

Section 2: Irrigation and Water Management

Irrigation components shall be safe, structurally sound, and properly identified.

2.1 Initial Irrigation Repair

Contractor shall have 30 days from the start of the Contract to identify any repairs needed to the irrigation system to ensure the system meets these contract specifications. Contractor shall provide the City with a list of required repairs. If the City determines the identified work required to repair the irrigation system is necessary, payment for such work will be made on a time and materials basis based on the labor rate provided and identified on the accepted Extra Work Price Form. Payment for materials for irrigation repair will be made based on cost plus a 10% markup. City reserves the right to purchase materials.

2.2 General Irrigation Requirements

Contractor shall check all irrigation components as needed at each site to conform to these specifications and to conform to the City's conservation efforts, as well as all applicable ordinances, regulations, and laws. All systems will comply with state and local laws regarding backflow prevention and protection of the public water system.

All controllers shall be used to their fullest programming capability. Irrigation system shall be monitored locally or by a centrally controlled computerized irrigation management system where applicable.

Irrigation preventative maintenance system checks shall be no less than monthly; all zones will be checked for operation and repairs made immediately. Contractor must provide written report of findings and corrections at end of each month.

Contractors must provide the City with monthly irrigation schedules for all controllers. This includes, start times, run times, all programs, days on/off and percentages. Repairs must be initiated within twenty-four (24) hours of discovery.

Payment for implementation and compliance with general irrigation requirements is included in the Monthly Service Price identified for each park and/or facility.

2.3 Delivery

Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation. Water will be delivered primarily during non-use hours. Each station shall be adjusted to meet the needs of the specific area and adjusted due to weather conditions, unless otherwise authorized by the

City. Supplemental day-time watering shall be performed as needed to maintain standard.

Payment for implementation and compliance with irrigation delivery requirements is included in the Monthly Service Price identified for each park and/or facility.

2.4 Delivery of Recycled Water

Anyone working on sites with reclaimed water must be trained in the proper handling, repair and operation of reclaimed water. Contractor must familiarize themselves with and follow the City of Lincoln's Rules and Regulations for Recycled Water Use and Distribution dated 11/28/2017.

2.5 Water Management Program

Monthly, from March through November, Contractor must provide the City with a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

- A. All irrigation programs set on controllers.
- B. Irrigation schedule start times for each irrigation program.
- C. Irrigation run days for each irrigation program.
- D. Irrigation cycle length (in minutes) for each station in an irrigation program.
- E. Number of repeat cycles for each station in an irrigation program.

Contractor shall make all adjustments and settings of automatic controllers to establish frequency and length of watering periods in accordance with weather conditions and plant and turf conditions. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- A. Controller programs shall incorporate the following conditions:
- B. Meet City water management requirements.
- C. Program around park and facility use and events.
- D. Reflect actual evapotranspiration (ET) requirements.
- E. Reflect actual requirements of soil and plants.

- F. Eliminate, to the maximum extent practicable, runoff onto streets, sidewalks, and other non-target areas.
- G. Maximize public use of City property.

The Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone. Payment for water management program is included in the Monthly Service Price for each park and/or facility.

A. Irrigation Schedule Analysis:

The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement, and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by Contractor as outlined below.

B. Soil Moisture Testing:

Valve areas suspected to be over or under watered should be tested by Contractor by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

C. Irrigation Base Schedule Development:

An irrigation base schedule shall be developed based upon current controller settings and the feedback of moisture probing results. Adjustments shall be made at the controller where soil is found to be too dry or too wet. Once Contractor has the correct run times for any given area, the starting “base schedule” is acquired. Adjustments to the “base schedule” shall occur throughout the month to accommodate changes in area use and/or environmental changes to individual sites.

D. Irrigation System Evaluation:

Annually from December through February Contractor shall perform a complete system check of every irrigation system. Contractor shall supply the City with a written report of every system as it is completed. Needed repairs shall occur throughout that same time period, with City approval, to ensure a fully-operational system at the beginning of each spring. System evaluations of head, valves, quick couplers, etc. shall also occur monthly, at a minimum, March through November.

The City will provide all the water and electricity necessary for Contractor to perform the services except in instances where excessive costs are incurred by the City due to water/electricity waste or negligence by Contractor. If the City determines that excessive utility costs due to wastor negligence have occurred and are a result of

Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.

Payment for all required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs shall be included in the Monthly Service Price identified for each park and/or facility.

Recycled water systems operations and maintenance.

- A. Irrigation turned off 48 hours prior to rain fall and 24 hours after.
- B. Leaks repaired immediately.
- C. No excessive standing water or run off.
- D. Irrigation infiltrates within 48 hours.
- E. Provide recycled water use training for all existing and new employees.

2.6 Irrigation Repair

Irrigation system repair will be the responsibility of Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. Contractor shall implement repairs in accordance with all effective warranties and no separate payment shall be made for repairs on equipment covered by warranties. Contractor must provide 1 year warranty on all parts and labor for repairs.

Labor related to the maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers and/or swing joints within the top 30" of soil, shall be included in Contractor's Monthly Service Price. Payment will be made to Contractor at cost plus a 10% markup for materials. The City reserves the right to provide Contractor with the required parts.

Labor for the maintenance and repair of valves, filters, valve boxes, and wiring shall be included in the Monthly Service Price.

Replacement of valves, filters, valve boxes, and wiring shall be considered Extra Work.

Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered Extra Work.

Repairs and replacements of any irrigation component or property damaged by Contractor or as a result of negligence, error, or omission by Contractor shall be the responsibility of Contractor.

Repair and replacement of any irrigation components or property that is a result of vandalism or unintentional damage caused by the public shall be considered Extra Work. All vandalized components must be presented to the City within one working day of the repair or replacement in order for Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one

working day payment will be made to Contractor based on the above-stated criteria for repair and replacement.

Section 3: Plant Care and Loss

It is one of Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation. Contractor shall be responsible for replacement of plant material at no cost to the City.

3.1 Initial Plant Care Period

Contractor shall have a 30-day period at the initiation of the contract to identify plants that are distressed or need replacement. Replacement of any plants identified during the initial plant care period will be subject to approval by the City and payment will be made as Extra Work based on a time and materials basis. Payment for materials will be made at cost plus a 10% markup. City reserves the right to purchase material.

3.2 Loss of Plant/Tree Due to Contractor Negligence

Contractor shall replace, at Contractor's cost, any dead, stunted, or damaged plantings that are the result primarily of Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at Contractor's expense, within fifteen (15) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box.

3.3 Loss of Plant Due to Other Circumstances

Contractor shall not be held responsible for plant losses due to maladies beyond Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. Contractor shall obtain City's written permission, direction, or authorization prior to proceeding with the work. Payment for replacement of plants due to circumstances outside of Contractor's control will be made as Extra Work.

3.4 Replacement Plants

All failed or damaged plant materials shall be removed and replaced, after City inspection, within thirty (30) days of notice, unless determined by the City to delay replacement. The replacement plant shall be the same size and species as the damaged or failed plant, if possible. The City shall approve all replacement plants that differ in species. However, replacing plants shall not be used by Contractor as a substitute for proper care.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant

installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which Contractor has no control. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

Section 4: Turf Maintenance

All turf areas shall be maintained in a manner that supports their designed uses. Turf shall be healthy with an even and uniform surface, color, and soil moisture that benefits the plant without disrupting the user's experience. General inspections of turf and plant materials shall be completed a minimum of one time per week and may be required on a more frequent basis if required to identify stress or damage. Payment for all turf maintenance shall be included in the Monthly Service Price identified for each Park and/or Facility.

4.1 Turf Mowing

Turf shall be mowed in a manner that maintains the following turf height requirements:

<u>Type of grass</u>	<u>Optimum Height</u>
Fescue	2.0" – 3.0"
Bluegrass	2.0" – 3.0"

Turf height shall not exceed 3" at any time and no more than 1/3 of the leaf tissue shall be remove at any one time. City reserves the right to change height at any time including different heights at each site or individual sites. Clippings must be mulched or removed from all turf at time of service.

Payment for mowing is included in the Monthly Service Price for each park and/or facility.

4.2 Edging

Contractor shall complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc on a weekly basis, in a manner that results in the site appearing groomed and complete. Payment for edging is included in the Monthly Service Price for each park and/or facility.

4.3 Turf Aeration

All turf shall be aerated twice per year. Aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. All aerations shall conform to the City's agronomic calendar. All proposals, and costs,

must be approved by the City prior to additional turf aerations occurring. Payment for turf aeration is included in the Monthly Service Price for each park and/or facility.

4.4 Weeds

Turf shall be essentially weed-free. Contractor may use mechanical or chemical methods to remove weed material. All chemical use is subject to approval by the City. Payment for manual/mechanical weed control is included in the Monthly Service Price for each park and/or facility.

4.5 Reseeding or Sod Replacement

Reseeding or sod replacement shall be done on an as needed basis to meet standards. Payment for general reseeded and sod replacement is included in the Monthly Service Price for each park and/or facility and trail.

Section 5: Beds, Hedges, Ground Cover, and Flower Beds

All beds, hedges, ground cover, and flower beds shall be safe, clean, essentially weed-free, mulched, and manicured and shall be free of invasive species or noxious weeds. Unless otherwise stated, payment for conformance with this section shall be considered included in the Monthly Service Price for each park and/or facility and trail.

5.1 General Standard

Fertilization, irrigation, and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species. All living plants, flowers, shrubs, or trees shall be healthy, attractive plants that lend variety and interest to the landscape. Beds, ground covers, and hedges shall be maintained to provide secondary functions such as barriers, animal habitat, or dust and erosion control. Irrigation timers shall be coordinated with scheduled use and maintained in compliance with these specifications. Payment for general Standards is included in the Monthly Service Price for each park and/or facility.

5.2 Removal and Replacement

The City shall approve replacement of plant materials not meeting these specifications. Plantings shall be rotated as needed to continue color and interest. Minimally, plants shall be rotated on a seasonal schedule in areas of high use or high visibility and semi-annually in low use, low visibility areas. Plant placement shall be 1 plant every 4 inches. Payment for removal and replacement is included in the Monthly Service Price for each park and/or facility.

5.3 Litter and Debris Removal

All plant beds/turf and areas within this contract shall be maintained free of trash and debris. Payment for litter and debris removal is included in the Monthly Service Price for each park and/or facility.

5.4 Weed Control

Plant beds, hedge areas, ground cover, and flower beds shall be free of weeds. Beds shall be weeded as needed to meet this standard. Payment for weed control is included in the Monthly Service Price for each park and/or facility.

5.5 Trimming

All shrubs shall be pruned as needed to meet the intent of the landscape design. Ground cover shall be edged as needed to keep plant growth from extending beyond curbs, sidewalks, buildings, and turf areas. Ground cover in medians shall not be allowed to extend beyond the curb or sidewalk. At no time shall new plant growth exceed eighteen inches (18") for mature stock.

All hedge and shrub heights along fences and walls will be maintained within eighteen inches (18") of the top of the fence/wall. All flowering plants shall have dead plant material removed. Payment for trimming is included in the Monthly Service Price for each park and/or facility.

5.6 Pruning

All shrubs shall be pruned as needed to maintain clean lines. Major pruning of hedges shall be completed a minimum of one time per year. Payment for pruning is included in the Monthly Service Price for each park and/or facility.

Section 6: Trees

Trees and tree wells shall be safe, mulched, litter-free, and weed-free. All trees shall be consistently shaped by species type and environment. Unless otherwise stated, payment for conformance with this section shall be considered included in the Monthly Service Price for each park and/or facility and trail.

6.1 General Standards

Trees shall conform to the general shape and height of the species: significantly deformed specimens shall be removed after City authorization. Mechanical trimming around trees shall be accomplished in a way that will not scar the trunk in any way. Payment for general Standards is included in the Monthly Service Price for each park and/or facility.

6.2 Weed Control

Bark mulch shall be placed around each tree and maintained on an as-needed basis to control weeds. Weeds shall be removed by mechanical methods from the base of trees. A well-defined radius that is a minimum of 3-feet in diameter and that has a 1 to 2-inch clearance from the perimeter of the trunk shall be maintained.

Chemical weed control within tree wells shall be accomplished in a way that will not damage the tree. All dead weed matter shall be removed within one week of chemical application. Payment for weed control is included in the Monthly Service Price for each park and/or facility.

6.3 Trimming

Tree limbs shall be maintained at a height of seven feet for pedestrian clearance and twelve feet for vehicular street clearance. Trees shall not exhibit broken or cracked limbs or other structural damage and all suckers shall be removed. Payment for Trimming is included in the Monthly Service Price for each park and/or facility.

6.4 Staking

Young trees should be properly staked to assist in support until roots are firmly established, especially in wind-prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight.

Ties on the stakes shall be checked periodically to ensure they are adjusted properly. Contractor shall replace or repair tight or damaged ties or stakes. Payment for tree staking maintenance and repair will be included in the Monthly Service Price.

6.5 Removal and Replacement

Contractor shall notify the City of any trees that require replacement. Unless otherwise directed by the City, all damaged trees shall be removed and replaced within thirty (30) days of notice. All replacement trees shall be the same size and species of tree as the damaged tree up to 36" box tree. If the existing tree species cannot be matched, the City will determine an appropriate replacement species. Tree replacement will be paid for as Extra Work unless the tree requires replacement due to Contractor's negligence. If tree damage is found to be a result of Contractor's negligence, Contractor shall be responsible for the full cost of tree replacement.

6.6 Tree Pruning

Contractor shall prune trees for tree and structure health one time per year. Contractor shall schedule pruning activities with the City. All tree pruning shall be completed in accordance with the Western Chapter of the International Society of Arboriculture pruning standards.

Section 7: Disease and Pest Control

Turf, trees, beds, hedges, ground cover and all other landscaping shall be disease-free and pest-free. Any signs of stress or damage to trees, turf, or planting materials and/or any impact to public safety shall be corrected by utilizing one of the following three (3) steps:

- A. Preventive: A scheduled chemical or cultural program designed to prevent significant damage.
- B. Corrective: Application of chemical or mechanical controls designed to eliminate observed problems.

- C. Integrated Pest Management: Withholding any controls until such time as pests demonstrate damage to plant materials, or become a demonstrated irritant or safety concern to the public, such as in the case of wasps, ants, gophers, etc.

Parks shall be inspected weekly, at a minimum, for insects, disease, and stress. A response to any outbreak should be initiated within twenty-four (24) hours of discovery. Payment for implementation of inspection requirements is included in the Monthly Service Price.

Section 8: Fertilization

Contractor is responsible for performing all fertilizations of turf and landscape. Contractor shall apply fertilizer up to four times per year. Actual fertilizer application will be determined based on plant needs. Payment for the labor required to apply the fertilizer is included in the Monthly Service Price. Payment for fertilizer will be made based on cost plus a 10% markup. The City reserves the right to purchase all fertilizer products.

Section 9: Pesticides and Herbicides

Contractor is responsible for performing all pesticide and herbicide applications to turf and landscape. Pesticides and herbicides shall be applied as needed to turf and landscape areas to control pests and weeds. Payment for the labor and materials required for pesticide application is included in the Monthly Service Price. Payment for pesticide chemicals will be made based on a rate equal to cost plus a 10% markup. Payment for the labor and materials required for herbicide application is included in the Monthly Service Price. The City reserves the right to purchase all products for Contractor.

Section 10: Fungicides

Fungicide application may be needed to treat the growth of fungus. Application of fungicide to treat fungus growth caused by Contractor negligence shall be the responsibility of Contractor and no additional payment will be made. Fungicide required to treat fungus growth that is caused by conditions outside of the control of Contractor may be paid for as Extra Work. Any Extra Work related to fungicide application shall be approved the City prior to application. Payment for approved Extra Work related to fungicide application will be made on a time and materials basis.

Section 11: Dog Parks

Dog parks assigned to Contractor and included on the accepted Monthly Service Price Form shall be maintained by Contractor to a standard that results in a clean and litter-free appearance. Foskett Park Dog Park shall be maintained every Wednesday between the hours of 6 AM and 12:00 PM. Auburn Ravine Dog Park shall be maintained every Tuesday between the hours of 6 AM and 12:00 PM. McBean Dog Park shall be maintained every Friday between the hours of 6 AM and 12:00 PM The dog parks shall be maintained per these contract

specifications. Payment for the maintenance of dog parks is included in the Monthly Service Price. The City will provide all plastic bags required for the dog pots.

Section 12: Paved Surfaces

Paved surfaces shall be safe and pose no tripping hazards. Paved surface maintenance includes removal of litter, debris, plant materials, etc. Pathways, parking lots and other paved areas shall be free of sand, debris, and litter so at no time it detracts from the look or safety of the area. Sand and decomposed gravel shall be removed from sidewalks. All surfaces shall be pest-free and weed-free. No standing water from irrigation shall be permitted on pathways. Payment for the maintenance of paved surfaces is included in the Monthly Service Price.

Section 13: Unpaved Surfaces

Unpaved surfaces include designated paths and/or trails covered with porous materials. Unpaved surfaces shall be safe and pose no tripping hazards. Minor litter or debris may be present prior to service or during the course of use. All unpaved surfaces shall be free of weeds, debris, and litter to maintain the look and safety of the area. All surfaces shall be pest-free and weed-free. No standing water from irrigation shall be permitted on pathways. Unpaved surfaces shall be maintained in a safe, level, and smooth manner. Payment for the maintenance of unpaved surfaces is included in the Monthly Service Price.

Section 14: Litter and Garbage Container Servicing

Litter and garbage containers shall be safe, usable, in presentable condition, and free of foul odors. Minor fading and graffiti may be present and/or minor repairs may be needed prior to service or during the course of use. Litter shall be picked up and removed from all areas at the time of mowing, pruning, or amenity service. Garbage container service shall occur one (1) time per week. Payment for the maintenance of litter and garbage is included in the Monthly Service Price.

Section 15: Refuse Disposal

Disposal of refuse, plant material, litter, and all other waste shall be the responsibility of Contractor. Contractor shall dispose of such materials in a manner that is consistent with all applicable laws and regulations. Payment for refuse disposal is included in the Monthly Service Price.

Section 16: Amenity Maintenance (Benches, Tables, Trash Containers, Fountains)

Contractor shall maintain site amenities in a manner that ensures these amenities are safe, usable, and in presentable condition. Minor fading and graffiti may be present and/or minor repairs may be needed at time of service or during the course of use. Contractor shall inspect site amenity furniture such as: benches, tables, trash containers, drinking fountains, and water features on a monthly basis for condition and defects. Contractor shall clean and/or remove

debris from amenities on a weekly basis. Contractor shall remove hazardous debris immediately upon discovery. Contractor shall notify City of any and all vandalism, defects, and/or safety items within twenty-four hours of discovery. Payment for amenity maintenance is included in the Monthly Service Price.

Section 17: Outdoor Court Maintenance

Court surfaces shall be free of sand, debris, and litter to maintain the look and safety of the area. All surfaces shall be pest-free and weed-free. No standing water from irrigation shall be permitted on court surfaces. Contractor shall notify City of any and all vandalism, defects, and/or safety items within twenty-four hours of discovery. Payment for outdoor court maintenance is included in the Monthly Service Price.

Section 18: Trails

Trails shall be maintained for fire protection, litter control, noxious weeds management, and erosion control as appropriate for the intended use and natural surroundings. Trails shall be essentially free of vegetation two (2) feet from the edge of the trail or fence line. Trees adjacent to open space areas shall be maintained per Section 6 of these specifications. Contractor shall empty dog waste and trash receptacles at least one time per week. The City will provide the waste disposal bags for the dog waste receptacles. Contractor shall supply bags for the trash receptacles. Payment for trail maintenance is included in the Monthly Service Price.

Section 19: Natural Areas within Parks

Contractor shall maintain all natural areas that are located within a park, Street scape or facility. Contractor shall mechanically or chemically control growth of non-turf areas so that the natural vegetation is a minimum of four feet from any turf or ornamental area. Natural grass and weeds shall be maintained at a height no more than six inches unless dictated otherwise by plant species. Scheduling of mowing of specific areas shall be coordinated with the City. Contractor shall remove litter from natural areas one time per week. Payment for maintenance of natural areas within a park is included in the Monthly Service Price.

Section 20: Designated Sports Field Maintenance

Areas identified as designated sports fields shall be maintained in accordance with this section. These sports fields area as follows: McBean Stadium, McBean Little League field, Foskett Softball fields, Foskett Soccer fields, Wilson Park Softball fields, Pete Singer fields, 12 bridges Park fields.

Turf shall be even, lush green during growing season, with clean edges. Sporadic weeds may be visible and bare spots may be present after play begins. The area shall be safe, firm enough for all traffic, have no holes or tripping hazards including low spots to be considered as concerns for rolling ankles etc.as well as be free of standing water.

Fields that contained skinned surfaces (dirt infields) shall be safe and playable. Level and safe transitions shall occur between the skinned and turfed surfaces. Skinned surfaces shall be weed-free. Infields and warning tracks shall be free of weeds at all times.

Turf height shall be maintained at between two inches (2") and two and one half inches (2.5"). Turf height shall not exceed 2.5" at any time and no more than 1/3 of the leaf tissue should be removed at any one time. All clippings must be removed.

McBean Stadium mowing shall be completed with reel mower two times per week from March thru November. December thru February, Contractor may utilize deck mower one time per week.

Aeration of designated sports turf fields shall occur twice annually and shall be scheduled through the City. All aeration plugs must be mulched or removed after aeration.

Payment for designated sports field maintenance is included in the Monthly Service Price.

Section 21: Dog Parks

Auburn ravine Dog park must be mowed every Tuesday by noon.

Foskett Park Dog Park must be mowed every Thursday by noon.

Section 22: Materials and supplies used

Contractor must supply itemized list of all materials used such as valves, fittings, pipe, staking etc. These costs are to be submitted in detail for all parts used when contractor is supplying parts. Cost must include 10% maximum mark-up.

EXHIBIT A

EXTRA WORK PRICE FORM

Labor	Hourly Rate
Common Labor, Open Space	
Common Labor, Landscape	
Skilled Technician (Irrigation, Infrastructure)	
Supervisor	
Emergency / Off Hour Response	
Other (describe):	
Directed Work - Agronomics	Hourly Rate
Per Acre - Fertilization (product not included)	
Per Acre - Chemical Application (product not included)	
Tree planting 15gal – 24" box	
Tree planting 36" box – 48" box	
Shrub planting 1 gallon	
Shrub planting 5 gallon	
Other (describe):	
Directed Work - Repair	Unit Cost
Sod preparation and installation (per sq. ft.)	
Other (describe):	
Per Acre Disking	
Per Acre Rough Mowing	
Per Acre Hand Work	

Per Acre Herbicide	
Other (describe):	
Monthly maintenance cost for additional Park and/or Streetscape services:	Sq. ft. cost
Street scape maintenance (shrub area)	
Street scape maintenance (turf area)	
Park maintenance (shrub area)	
Park maintenance (turf area)	

Exhibit B

Facilities and Trails Landscape Maintenance Services Monthly Services Price Form

Site	Monthly Cost	Annual Cost
Common Areas		
Beerman's Plaza		
Carnegie Library		
City Hall		
Civic Center Auditorium		
Community Center		
Police Department		
Twelve Bridges Library		
Fire House 33		
Fire House 34		
Fire House 35		
Total w/ glyphosate:		
Total w/o glyphosate:		
Trails		
Ferrari Ranch Trail		
Lincoln Crossings Trail		
Twelve Bridges Trail		
Sorrento Trail		
Total w/ glyphosate:		
Total w/o glyphosate:		

- All sq ft numbers are approximate

Exhibit C

Park Landscape Maintenance Services Monthly Services Price Form

Site	Monthly Cost	Annual Cost
Common Areas		
Palo Verde Park		
Foskett Park		
Joiner Park		
Pete Singer Park		
Jimenez Park		
Pete Demas Park		
12 Bridges Park		
Machado Park		
Coyote Pond Park		
Sheffield Park		
Wilson Park		
Auburn Ravine Dog Park		
Aitken Park		
McBean Park		
Scheiber Park		
Dubin Park		
Brown Park		
Atkinson Park		
Markham Park		
Total w/ glyphosate:		
Total w/o glyphosate:		

- All sq ft numbers are approximate

Exhibit D

**Street Scape Maintenance Services
Monthly Services Price Form**

Area (see maps)	Monthly Cost	Annual Cost
1		
2		
3		
4		
5		
6		
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59		
60		
61		
Total w/ glyphosate:		
Total w/o glyphosate:		

- All sq ft numbers are approximate

Exhibit E

**Fire Breaks
Annual cost**

Site	Annual Cost
Fire Break area	
Area 1- Foskett	
Area 2- Brookview/McBean	
Area 3- Lincoln Crossing	
Area 4- 12 Bridges	
Total:	

Appendix A
Contractor Summary Sheet

Contractor Name: _____

Contractor Parent or Ownership: _____

Contractor Address: _____

Contractor Telephone Number: _____ Fax Number: _____

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: _____

Title: _____

Telephone Number: _____

EMAIL Address: _____

Person Responsible for day-to-day servicing of the account:

Name: _____

Title: _____

Telephone Number: _____

EMAIL Address: _____

Appendix B

Certification of Proposal to the City of Lincoln

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the contractor and that the contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This contractor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.
- VI. The proposal by this contractor is an irrevocable offer and shall be valid for 120 days from date of submission.

Name of Contractor: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____

Appendix C

List of Elected Officials And Administration

Elected Officials

Alyssa Silhi	Mayor
Holly Woods-Andreatta	Vice Mayor
Dan Karleskint	Councilmember
William Lauritsen	Councilmember
Paul Joiner	Councilmember

City Manager

Jennifer Hanson	City Manager
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Appendix D
Sample Agreement

Appendix E
SCHEDULE OF PERFORMANCE

EXHIBIT C

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONTRACTORS

By: _____

[Title]

Print Name

Date

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.